

**2020  
City of St. Helens  
Exclusive Towing Agreement**

**City of St. Helens Oregon  
265 Strand Street  
St. Helens, OR 97051**

**Drake's Towing & Recovery  
1965 Old Portland Road  
St. Helens, OR 97051**

**TRADE SERVICES CONTRACT AND STANDARD CONTRACT PROVISIONS**

This contract is made and entered into this 3rd day of December 2020, by and between the CITY OF ST. HELENS, an Oregon municipal corporation, hereinafter called "CITY", and DRAKE'S TOWING & RECOVERY, an Oregon limited liability company, hereinafter called "CONTRACTOR".

**SECTION 1. CONTRACTOR AGREES:**

**1.1 Term.**

Beginning December 3, 2020 and continuing thereafter until December 31, 2023, CONTRACTOR shall perform the services required by this contract. CITY may extend the contract for additional periods of time if it is in CITY's best interest to do so.

**1.2 Activities.**

The services to be provided under this contract shall be those outlined in the Description of Services, attached hereto as Exhibit A and by this reference incorporated herein.

**1.3 Fees.**

For the services provided pursuant to this contract, CONTRACTOR shall charge those fees set forth in Exhibit B and by this reference incorporated herein and as further explained in the Description of Services attached hereto as Exhibit A.

**1.4 Expenditures.**

Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Administrator. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

**1.5 Insurance Requirements.**

At all times during the term of this contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of endorsements naming the City as an additional insured, satisfactory to the City, shall be delivered to the City prior to commencement of any work or services provided under this contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

**1.5.1 Commercial General Liability.**

Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$1 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.**

At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

**1.6 Books and Records.**

CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

**1.6.1 Personnel Records - Driver's History.**

Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides service under this contract, and provide City with a copy of the new employee's driver's license.

**1.7 Availability- Meetings and Inspections.**

CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice. CONTRACTOR agrees to allow CITY to inspect CONTRACTOR's facility and equipment at any time during the term of this contract.

**1.8 Assignment.**

The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with law and Standard Contract Provisions.**

CONTRACTOR shall comply with all federal, state and local laws, including St. Helens Municipal Code Regulations relating to business registration. Contractor further agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq (Anti-trust Law) and Title 15 of the United States Code.

**1.10 Health Hazard Notification.**

Contractors who are hired to perform work for the City involving the need to control hazardous materials or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

**SECTION 2. CITY AGREES:**

**2.1 Fee.**

In consideration for the above-described services, CITY agrees to pay CONTRACTOR the fee outlined in Section 1.3 of this contract and as set forth in Exhibit B. 2.2 Terms of Payment. CONTRACTOR shall submit an invoice to the City by the tenth of each month, and City shall make full payment on such invoice within thirty days of its receipt.

**SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.**

All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.**

CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein; however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Administrator.

**3.3 Indemnification.**

Contractor agrees to indemnify and defend the CITY, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. CITY shall indemnify CONTRACTOR for any claims for illegal vehicle seizure that are not due, in whole or in part, to Company's own fault or negligence. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**3.4 Attorney Fees.**

If any administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.5 Ownership and Use of Documents.**

In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.6 Termination.**

Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in

advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination. In addition, the CITY may terminate this contract with cause without prior notice to the CONTRACTOR. If terminated for cause, CONTRACTOR may appeal the termination to the CITY's City Administrator.

**3.7 Notices.**

Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

**CITY OF ST. HELENS**  
City Administrator  
265 Strand Street  
St. Helens, OR 97051

**DRAKE'S TOWING & RECOVERY**  
Ryan Drake *Physical*  
1965 Old Portland Road  
St. Helens, OR 97051

*Mailing ↓*  
**DRAKE'S TOWING & RECOVERY**  
2135 Gable Rd • St. Helens, OR 97051  
(503) 438-6099

**3.8 Applicable Laws.**

The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

**3.9 Compliance with State and Federal Laws/Rules.**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279A and 279B, the provisions of which are hereby made a part of this agreement.

**3.10 Merger.**

There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

**CITY OF ST. HELENS**

**DRAKE'S TOWING & RECOVERY**

\_\_\_\_\_  
Rick Scholl

*[Signature]*  
\_\_\_\_\_  
Ryan Drake

Mayor

Business Owner

\_\_\_\_\_  
Date

*11/12/2020*  
\_\_\_\_\_  
Date

**EXHIBIT "A"**

**DESCRIPTION OF TRADE SERVICES**

**1. DEFINITIONS:**

## TYPES OF TOWS

- City Tow:** The towing of any City-owned vehicle.
- Penalty Tow:** The towing of a vehicle due to violation of law or a court order. This includes, but is not limited to, tows for no insurance, driving while suspended or revoked, driving under the influence of intoxicants and parking violations.
- Police Tow:** The towing or storage at the request by the St. Helens Police Department to secure any vehicle involved in a police investigation. This includes recovered stolen vehicles, vehicles impounded for evidence and vehicles impounded for forfeiture proceedings.
- Non-Preference Tow:** Towing on behalf of any vehicle owner, or person entitled to possession thereof, which is requesting towing services without preference for a particular towing company and at the expense of the owner or person entitled to possession of the vehicle.

## CLASS OF TOWS

- Class A Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of under 10,000 pounds (Class A Tow is required)
- Class B Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of 10,000 pounds - 26,000 pounds (Class B Tow is required)
- Class C Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of over 26,000 pounds (Class C Tow is required)
- Class D** all weights shall comply with ORS 818.010

**VEHICLE** Includes, but is not limited to cars, trucks, vans, motorcycles, recreational vehicles, motor homes or other types of mechanized equipment and related accessories.

- 2. SERVICES:**  
The Contractor(s) shall tow, upon City request, any Penalty Tow, Police Tow, City Vehicle Tow or Non Preference Tow.
- 2.1** The Contractor(s) agrees to furnish towing, storage, and other related services as set out below when requested to do so by the City, or when requested to do so by the City on behalf of the vehicle owner or person in possession (sometimes called "Customer") of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.
- 2.2** The Contractor(s) must have obtained a Letter of Appointment issued by the Oregon

State Police for placement on their Non-Preference Towing list. If at any time the Letter of Appointment issued by the Oregon State Police expires, is suspended, revoked, or made invalid for any other reason, the Contractor shall immediately notify the Contract Administrator. This situation may result in contract termination.

- 2.3 Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the contract.
- 2.4 Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides services under this contract and provide City with a copy of the new employee's driver's license.
- 2.5 The City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents and employees at any time during the term of the contract.
- 2.6 Contractor(s) shall not interfere with other Contractors performing towing services.
- 2.7 Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- 2.8 Contractor(s) shall provide service 24 hours a day, seven days a week.
- 2.9 Contractor(s) shall not subcontract its work under this Contract, in whole or in part. The only exception is under Class "C" when the Contractor may request assistance but must remain the primary recovery vehicle.
- 2.10 When the Contractor is called to perform services under this contract, the Contractor will indicate whether Contractor is available to perform the tow. Contractor shall be deemed available when:
- 2.10.1 Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
- 2.10.2 Contractor has adequate storage space to accommodate the vehicle.
- 2.11 The Contractor agrees to process and record the status, condition, and disposition of all vehicles towed under the contract and upon demand of the City, shall release said records to the City. Records shall be retained in Contractor's business office for a period of two years.
- 2.12 The Contractor agrees that towing service includes the removal of all dirt, glass, and other debris upon the street attributable to the vehicle being towed or resulting from the

tow. That will include all vehicle parts associated with that vehicle.

**2.13** The contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.

**2.14** Contractor must be licensed as necessary in the State of Oregon to perform this contract.

### **3. FACILITIES AND STORAGE:**

**3.1** Contractor shall maintain a fenced storage, secure, alarmed, and monitored indoor storage area, and office facility located within 5 miles of the City limits. The Contractor shall have a fenced storage area, secure and monitored indoor storage, tow trucks and drivers, manager, full time office employee(s), and office facility, none of which are used by any other towing Contractor or towing company. The Contractor must be on a separate tax lot, have a separate street address, and have separate physical buildings from any other towing contractor or towing company.

**3.2** Contractor shall maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted).

**3.3** Contractor shall maintain a telephone number answered at all times during normal business hours and an answering service for afterhours calls.

**3.4** Contractor shall maintain a facsimile machine capable of receiving at all times.

**3.5** Contractor shall maintain a clean indoor customer waiting area with seating for at least one person.

**3.6** Contractor's facilities shall be in conformance with all applicable land use requirements.

**3.7** The contractor's primary indoor and outdoor storage facility and business office shall be located within 5 miles of the St. Helens city limits. The Contractor may utilize a storage area outside of the city limits in cases of storage area limitations so long as the vehicle is readily accessible to the customer without additional charges. The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof from vandalism, theft, or burglary. The Contractor may remove property from a vehicle to a place of safekeeping to protect such property from theft or loss and the Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle if they deem it necessary to prevent the unauthorized removal of the vehicle. In all cases, the Contractor shall make an inventory of the property or parts removed and a copy of such inventory shall be furnished to any persons seeking to redeem the vehicle or property. Removed property shall be returned to the owner/Customer immediately upon request. Any parts removed must be returned and reinstalled at the Contractor's expense at the time the vehicle is redeemed.

**3.8** For purposes of this Contract, reasonable care means, at a minimum:

**3.8.1** Having a fence at least six feet tall with barbed wire along the top edge, free

of holes or weak spots which could allow unauthorized entry.

- 3.8.2** Equipping all gates, doors, and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
- 3.8.3** When vehicle door keys are available, locking car doors and keeping keys in an areas protected from unauthorized entry; closing open car windows and sunroofs; using tarps to protect vehicles with broken windows or un-closeable sunroofs. No additional fees shall be charged for these services.
- 3.8.4** Contractor shall have secure, alarmed, and monitored indoor storage for at least two vehicles with the following requirements:

  - 3.8.4.1** Floored with pavement, concrete, or sealed decking;
  - 3.8.4.2** Fully secured from weather and unauthorized entry;
  - 3.8.4.3** Clearly marked as prohibiting unauthorized entry;
  - 3.8.4.3** Free of dirt, dust, oil spills, animal waste, and loose items such as but not limited to auto parts; and
  - 3.8.4.4** Protected from contamination by foreign substances.
- 3.9** The outdoor primary storage facilities should be at least 5,000 sq. ft. and shall be capable of accommodating vehicles to be stored as follows:

  - 3.9.1** All storage areas shall be reasonably protected to safeguard vehicles and contents.
  - 3.9.2** All streets and places adjacent to such facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor.
  - 3.9.3** No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.
- 3.10** If Contractor's primary storage facilities are filled to capacity, Contractor may remove vehicles held longer than 48 hours, excluding holidays and weekends, to the designated storage facilities of another towing company or secondary storage lot with equivalent storage facilities. Such a re-tow shall not be subject to charge, and notification of the new storage location shall be given within one hour from the time such re-tow is made to any party provided information as to the initial storage location.
- 3.11** Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for afterhours information and, if applicable, that there will be a service charge for releases after regular business hours.

#### **4. RELEASE OF VEHICLES AND CONTENTS - ALL CLASSES**

- 4.1** Once hookup is complete, Contractor may refuse to release any vehicle, except a vehicle owned by the city, in Contractor's possession until Contractor receives payment of all charges from the owner/Customer or other claimant, in accordance with Oregon Law. Contractor shall obtain written authorization for such release from the City except in the case of non-preference tows.

#### **5. RATES - ALL CLASSES**

- 5.1** Contractor will only charge the City or the Owner the rates as per the contract, as provided in Exhibit "B". Contractor will be subject to audits by both the City of St. Helens and designated outside auditors on the pricing applied. If Contractor refuses access to their billing files and or, by audit findings, consistently bill beyond the rates in Exhibit "B" the Contractor will be removed from the list of approved contractors for towing services for the City of St. Helens.
- 5.2** Class A tow is under 10,000 gross vehicle weight rating (GVWR) of the vehicle being towed; Class B tow is from 10,000 - 26,000 GVWR of the vehicle being towed; Class C tow is over 26,000 GVWR of the vehicle being towed. No additional administrative fees, hidden fees or other fees not listed per the contract may be charged.
- 5.3** The lowest price required by the vehicle size or condition will be charged. For example, if a Class B rated truck is used to tow a vehicle which could be towed by a Class A rated truck, the lower Class A price will be charged. Costs for additional services performed not required by the situation also may not be charged. For example, if dollies are used when not necessary or if indoor storage is provided when not required, then no charge may be made for the use of such equipment. Based on the information provided to the tow company at the time the tow is dispatched.
- 5.4** Recovery - A per hour rate shall be the same as the base rate for the class of vehicle towed. Recovery rates are for winching or turning over any vehicle which may be off a normal roadway, requiring the Contractor to use additional vehicles, lengths of cable, air recovery cushions, chokers, shackles, and additional chains other than required in a normal tow procedure. Recovery time ends when the tow is hooked up.
- 5.5** Storage charges are based on any part of a 24-hour calendar day:
- 5.5.1** An after Hours Release Charge may be charged any time an owner requests access to their vehicle after normal business hours.
- 5.5.2** Only billings for towing and storage which are correctly completed with the charges authorized by the contract may be charged by a contractor.
- 5.5.3** Billings will include license number, issuing state, make, model, year, body style, class of tow, and incident number. In the absence of a license plate, the vehicle identification number shall be supplied. Handwriting must be legible. Billings which fail to comply with the contract shall be returned for correction prior to any payment being made.

**Semi Tows**

<b>Hook-up Fee:</b>	\$300
<b>Loaded Mile:</b>	\$6 per mile
<b>Remove Driveline:</b>	\$50

**Semi Recovery**

<b>Winch Semi Recovery:</b>	\$300 per hour
<b>Rotator Semi Recovery:</b>	\$500 per hour

**3.0 CITY OF ST. HELENS POLICE IMPOUNDS**

Oregon state police non-preference tow list. 24 hour towing service price list. For class A, B, and D-A

<b>Towing Minimum:</b>	\$150
<b>Mileage One-Way:</b>	\$6 per loaded mile
<b>En-Route Miles:</b>	\$2.50 per mile (First 10 Miles Free)
<b>Dollies/Skates:</b>	\$100
<b>Outside Storage:</b>	\$50 per day
<b>Inside Storage:</b>	\$150 per day
<b>Dispatch Fee:</b>	\$40
<b>Labor / Standby:</b>	\$100 per hour per truck
<b>Roll Over / Upright:</b>	\$150
<b>Special Recovery:</b>	\$150 per hour + \$2 per ft.
<b>Remove Driveline:</b>	\$75
<b>Re-Tow:</b>	\$150
<b>Gate Fee (during business hours):</b>	\$50
<b>Gate Fee (after hours):</b>	\$100
<b>Hook-up Fee:</b>	\$150
<b>Flat Bed Hook Fee:</b>	\$150
<b>Winching:</b>	\$150 per hour (\$100 Minimum)

**4.0 CITY OF ST. HELENS SPECIAL RATE NOTES**

Abandoned boats, motor homes and RV's are based on a case by case basis. The fees to dispose of these types of vehicles can range from \$300 to \$1,500. Drake's Towing is willing to help dispose of these vehicles but, would require giving a bid to the City for approval before doing so.



## 6. DISPATCHING -All CLASSES

- 6.1 Contractors shall be dispatched by Columbia County Communications or via the telephone by a St. Helens Police Department representative(s). Contractors shall maintain a telephone number that will be answered 24 hours a day, 7 days a week.
- 6.2 Each towing request shall include license number, issuing state, make, model, year, body style, color and the location of said vehicle. In the absence of a license plate, the vehicle identification number will be supplied.
- 6.3 Dispatch will not verify "cancellations" or "dry runs" for Contractors. A cancellation or a dry run occurs when a Contractor is cancelled from the tow by the City prior to any actual services being rendered at the scene. Notification of "cancellations" or "dry runs" will only be accepted from the City.
- 6.4 Contractor shall have the Contractor's truck arrive at the requested location within twenty minutes of the receipt of the call at the towing dispatch service. This time limit may be extended by the City where delay is caused by factors outside the control of the Contractor.
- 6.5 Contractor(s) shall maintain a minimum of **one** operable tow truck of a Class A or larger rating. The contractor shall not share these tow trucks with any other towing company or business.
- 6.6 Contractor shall comply with all equipment and inspection requirements of Oregon Administrative Rules 257-050.

**EXHIBIT "B"**

**RATES**

**1.0 CITY OF ST. HELENS FLEET RATE TOWING. UP TO 10,000 LBS**

<b>Lockout:</b>	\$60
<b>Tire Change:</b>	\$75
<b>Jumpstart:</b>	\$50
<b>Towing Minimum:</b>	\$100
<b>Mileage Loaded:</b>	\$5 per Loaded Mile
<b>En-route Miles:</b>	\$2.50 per mile (First 10 miles free)
<b>Dollies/Stakes:</b>	\$50
<b>Outside Storage:</b>	\$50 per day
<b>Inside Storage:</b>	\$150 per day
<b>Dispatch Fee:</b>	\$5
<b>Labor/Cleanup:</b>	\$100 per hour (\$25 Minimum)
<b>Roll over/Upright:</b>	\$150
<b>Special Recovery:</b>	\$150 per hour
<b>Remove Driveline:</b>	\$50
<b>Re-tow:</b>	\$100 + \$5 per mile
<b>Gate fee (during business hours):</b>	\$50
<b>Gate fee (after hours):</b>	\$100
<b>Hook-up fee:</b>	\$100
<b>Flat Bed Hook Fee:</b>	\$100
<b>Winching:</b>	\$100 per hour (\$50 Minimum)

**2.0 CITY OF ST. HELENS FLEET RATE TOWING. OVER 10,000 LBS**